

1 **“CHAPTER 307—LIABILITY OF WATER CARRIERS**

“Sec.

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2 **“§ 30701. Definition**

3 “In this chapter, the term ‘carrier’ means the owner, manager, charterer,
4 agent, or master of a vessel.

5 **“§ 30702. Application**

6 “(a) IN GENERAL.—Except as otherwise provided, this chapter applies to
7 a carrier engaged in the carriage of goods to or from any port in the United
8 States.

9 “(b) RELATION TO COGSA.—The relationship between this chapter and
10 the Carriage of Goods By Sea Act shall be the same as the relationship that
11 existed between the Act of February 13, 1893 (ch. 105, 27 Stat. 445) (com-
12 monly known as the Harter Act) and the Carriage of Goods By Sea Act,
13 prior to the repeal of the Harter Act.

14 “(c) LIVE ANIMALS.—Sections 30703 and 30704 of this title do not
15 apply to the carriage of live animals.

16 **“§ 30703. Bills of lading**

17 “(a) ISSUANCE.—A carrier shall issue to a shipper a bill of lading or
18 shipping document.

19 “(b) CONTENTS.—The bill of lading or shipping document shall include
20 a statement of—

21 “(1) the marks necessary to identify the goods;

22 “(2) the number of packages, or the quantity or weight, and whether
23 it is carrier’s or shipper’s weight; and

24 “(3) the apparent condition of the goods.

25 “(c) PRIMA FACIE EVIDENCE OF RECEIPT.—A bill of lading or shipping
26 document issued under this section is prima facie evidence of receipt of the
27 goods described.

28 **“§ 30704. Loading, stowage, custody, care, and delivery**

29 “A carrier may not insert in a bill of lading or shipping document a pro-
30 vision relieving the carrier from liability for loss or damage arising from im-
31 proper loading, stowage, custody, care, or delivery. Any such provision is
32 void.

1 **“§ 30705. Seaworthiness**

2 “(a) PROHIBITION.—A carrier may not insert in a bill of lading or ship-
3 ping document a provision lessening or avoiding its obligation to exercise
4 due diligence to—

5 “(1) make the vessel seaworthy; and

6 “(2) properly man, equip, and supply the vessel.

7 “(b) VOIDNESS.—A provision described in subsection (a) is void.

8 **“§ 30706. Defenses**

9 “(a) DUE DILIGENCE.—If a carrier has exercised due diligence to make
10 the vessel in all respects seaworthy and to properly man, equip, and supply
11 the vessel, the carrier and the vessel are not liable for loss or damage aris-
12 ing from an error in the navigation or management of the vessel.

13 “(b) OTHER DEFENSES.—A carrier and the vessel are not liable for loss
14 or damage arising from—

15 “(1) dangers of the sea or other navigable waters;

16 “(2) acts of God;

17 “(3) public enemies;

18 “(4) seizure under legal process;

19 “(5) inherent defect, quality, or vice of the goods;

20 “(6) insufficiency of package;

21 “(7) act or omission of the shipper or owner of the goods or their
22 agent; or

23 “(8) saving or attempting to save life or property at sea, including
24 a deviation in rendering such a service.

25 **“§ 30707. Civil penalty**

26 “(a) IN GENERAL.—A carrier that violates this chapter is liable for a civil
27 penalty of not more than \$2,000.

28 “(b) LIEN.—The amount of the penalty and costs for the violation con-
29 stitute a lien on the vessel engaged in the carriage. A civil action in rem
30 to enforce the lien may be brought in the district court of the United States
31 for any district in which the vessel is found.

32 “(c) DISPOSITION OF PENALTY.—Half of the penalty shall be paid to the
33 person injured by the violation and half to the United States Government.